

SIGNED.



TIFFANY & BOSCO
P.A.

Dated: October 14, 2010

2525 EAST CAMELBACK ROAD

SUITE 300

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JAMES M. MARLAR
Chief Bankruptcy Judge

Mark S. Bosco
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Attorneys for Movant

10-25777

**IN THE UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF ARIZONA**

IN RE:

No. 2:10-BK-28015-RTBP

Larry D. Phillips and Barbara G. Phillips
Debtors.

Chapter 7

ORDER

Wells Fargo Bank, N.A.
Movant,

vs.

(Related to Docket #12)

Larry D. Phillips and Barbara G. Phillips, Debtors,
Lawrence J. Warfield, Trustee.

Respondents.

Movant's Motion for Relief from the Automatic Stay and Notice along with the form of proposed Order Lifting Stay, having been duly served upon Respondents, Respondents' counsel and Trustee, if any, and no objection having been received, and good cause appearing therefore,

IT IS HEREBY ORDERED that all stays and injunctions, including the automatic stays imposed

1 by U.S. Bankruptcy Code 362(a) are hereby vacated as to Movant with respect to that certain real
2 property which is the subject of a Deed of Trust dated December 10, 2003 and recorded in the office of
3 the Coconino County Recorder wherein Wells Fargo Bank, N.A. is the current beneficiary and Larry D.
4 Phillips and Barbara G. Phillips have an interest in, further described as:

5 Parcel No.1:

6 The East half of the East half of the South half of the Northwest quarter of the Southwest
7 quarter of Section 13, Township 22 North, Range 8 East, of the Gila and Salt River Base and
8 Meridian, Coconino County, Arizona.

9 EXCEPT the Northerly 165 feet and Except the Southerly 165 feet.

10 Parcel No.2:

11 An Easement for ingress, egress and public utilities over the Southerly 20 feet of the West
12 half of the East half of the South half of the Northwest quarter of the Southwest quarter of
13 Section 13, Township 22 North, Range 8 East of the Gila and Salt River Base and Meridian,
14 Coconino County, Arizona.

15 EXCEPT the Northerly 165 feet and EXCEPT the Southerly 165 feet.

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17 IT IS FURTHER ORDERED that Movant may contact the Debtors by telephone or written
18 correspondence regarding a potential Forbearance Agreement, Loan Modification, Refinance
19 Agreement, or other Loan Workout/Loss Mitigation Agreement, and may enter into such agreement
20 with Debtors. However, Movant may not enforce, or threaten to enforce, any personal liability against
21 Debtors if Debtors' personal liability is discharged in this bankruptcy case.

22 IT IS FURTHER ORDERED that this Order shall remain in effect in any bankruptcy chapter
23 to which the Debtor may convert.
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